App. F. IX-4

Previous References 1928. (Leu

File No. 13-21

Serial Nos. 1 –

Later References

8 (5)

General and Revenue Secretariat.

Part B for Aug 28

SUBJECT

[illegible]

GENERAL AND REVENUE SECRETARIAT.

( )

NOTES.

File No. /3.

FILE HEADING.

Suit by Asst Supdt of Sericulture, Mysore against Mr Rangaswamaiah for recovery of the balance of the price for silk sold to him

The Public Prosecutor, Mysore

No. 93/24-25 Dated 7/1/24 Received 6/1/24

Diary No. 586	Enclos. 2 Spare copies	Serial No. 1

BRIEF ABSTRACT OF LETTER.

Forwards a plaint for approval

NOTES AND ORDERS.

The Asst Supdt of Sericulture, Mysore supplied to Sri. Silk Cocoons Rs 105/- on 28.12.23 to defendant, who rec by M.O Rs 30/- on 3-11-24 & in spite of demands, has failed to pay the balance. With interest & incidental charges etc, he has to pay Rs 93-10-0 and the Pbr Mysore has sent a draft

General and Revenue Secretariat.

Labour File No. 13 of 1928.

Serial No.

plaint for approval.

The Development Branch may kindly be requested to put the papers relating to the case, if any.

DOP
7/8/28

Secy) 7/8

7/8

GEN. SECRETARIAT BRANCH. 1260 DEVELOPMENT BRANCH.

Dev^t Sect^r) 8/8

Subd 4

There are no papers in this Secn. Papers relating to the supply of Silk to the Kanyakumari Ry. Co. 1927 & 28.

Prof^r Bd 11/8

Labour 11/8

The plaint as framed by the PP^r may be approved. Draft of a letter to PP. put up for approval.

DOP 11/8

L.R.) 13/8

To

The P. P. Mysore

DOP 1148 dt 17.8.28.

I take that the draft plaint in order & may be filed.

approved 15/8

From 586 2/8/28

The Public Prosecutor &
Government Pleader, M y s o r e.

To

The Legal remembrancer &
Secretary to Government of Mysore
Law Department, B a n g a l o r e

Dated 3rd August 1928

No., 93 of 28-29

Enclosure:- One

Sir,

I have the honour to send you herewith for your approval the draft of a plaint prepared by me for filing a suit on behalf of the Assistant Superintendant of Sericulture, Mysore against one Mr.Hongadiappa for recovery of the balance of price of silk sold to him. The draft plaint may be soon returned for insti-

tuting the suit, after the same is approved by you.

I have the honour to be
Sir,
Your most obedient servant,

Public Prosecutor & Govt.Pleader,
M y s o r e.

A. P. F. VI. G1}

SUBJECT.....

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Section Law

File No. B. 28

Serial No. 2

Diary No. of letter replied to.....

No. 1148(1)

General and Revenue Secretariat

( )

the *192*

To The Public Prosecutor
Mysore

Date of issue..... 17/8/28

Signed by..... Jr. Asst

Sir,

With reference to your letter No. 93 of 28-29 dated 3rd Augt forwarding for approval a draft plaint prepared by you for filing a suit on behalf of the Asst Superintendent of Sericulture, Mysore, against Mr Kongadiappa, I have the honour to state that the draft plaint is in order and may be

List of enclosures.....

Copied by [illegible] 19/8/28.

.....

over

WD 0926—GPB—83,000—26-5-27

filed -

The enclosure sent with
your letter is herewith
returned

Dhaveek

Mr ~~Dar~~ Secy to Govt
Law D.
Dep
'48
(13/8)

agent and purchaser is clearly brought out in the two leading English cases on the point to which I have been referred in the course of the arguments. I shall enter here only two brief extracts which will explain the distinction. In Exparte White in re Neville Law Reports 6 Chancery page 398 His Lords said

"If he (consignee) was entitled to alter the goods, to manipulate them, to sell them at ~~x~~ any price that he thought fit after they had been so manipulated and was ati only liable to pay for them at a price fixed beforehand witho any reference to the price at which he had sold them the~ x x x x it seems to me impossible to say that the produce of the goods sold was the money of the consignors."

It will be obvious that in the agreement Exh.P.14 there is not a single circumstance analoguous to those so clearly and concisely expressed by His Lordship as repugnant to the legal relationship of principal and agent. On the other hand in the case Exparte Bright In re Smith Law Reports 10 Chancery 570 their Lordships said

"In the first place it is to be noticed that the debtors guarantee all accounts, that is, the agents are to be liable for the purchasers of the goods paying the money so that the commission is what is called a 'delcredere' commission. That is wholly inconsistent with the notion that the debtors (agents) were the real purchasers, for then they would be guaranteeing themselves; they would be personally liable to pay the purchasers and what would be the use of guaranteeing payment by themselves. This shews x what the real relation between them was."

This is on all fours with the present agreement Exh.P.14 and the fact that the agents took the responsibility for bad debts only proves beyond doubt that the legal relation ship between the consignor and consignee in this case is that of principal and agent.